



Town Council Meeting

March 27, 2023 at 6:00 PM

**Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737**

Join Zoom Meeting:

<https://us06web.zoom.us/j/87551129044?pwd=enNZWEtLanoyR0d1OHh2RElKcGNtUT09>

Meeting ID: 875 5112 9044 | Passcode: 323586

AGENDA

Call the Town Council Meeting to order
Pledge of Allegiance to the Flag
Invocation by Councilor Reneé Lannamañ

ROLL CALL

Acknowledgement of Quorum

AGENDA APPROVAL/REVIEW

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the March 13, 2023 Town Council Meeting.
- 2.** Consideration and Approval: **Planning and Zoning Board Annual Selection of Officers Confirmation**
- 3.** Consideration Approval: **Resolution 2023-001 Amendment to the Town's Purchasing Policy**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; AMENDING THE TOWN OF HOWEY-IN-THE-HILLS' PURCHASING POLICY, CLARIFYING COOPERATIVE PURCHASES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

OLD BUSINESS

- 4.** Consideration and Approval: **Creating a Resident seat on the Development Review Committee (DRC)**

- 5.** Consideration and Approval: **Citrus Ave Reconstruction Project FY 2024**

NEW BUSINESS

- 6.** Consideration and Approval: **Water Conservation Proclamation**
- 7.** Consideration and Approval: **Library Board Member Selection** (3 Seats Open)
- 8.** Consideration and Approval: **PAQCO Inc On-Call Paving Contract** (Piggybacking on Lake County Contract #19-0921)

DEPARTMENT REPORTS

- 9.** Town Manager

COUNCIL MEMBER REPORTS

- 10.** Mayor Pro Tem Gallelli
- 11.** Councilor Lehning
- 12.** Councilor Miles
- 13.** Councilor Lannamañ
- 14.** Mayor MacFarlane

PUBLIC COMMENTS

Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.

ADJOURNMENT

To Comply with Title II of the Americans with Disabilities Act (ADA):

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STs) and Enhanced Speech to Speech.

Howey Town Hall is inviting you to a scheduled Zoom meeting.

Topic: **Town Council Meeting**

Time: **Mar 27, 2023 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87551129044?pwd=enNZWEtLanoyR0d1OHh2RElKcGNtUT09>

Meeting ID: 875 5112 9044

Passcode: 323586

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 875 5112 9044

Passcode: 323586

Find your local number: <https://us06web.zoom.us/j/kceirCZdE1>

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.



Town Council Meeting

March 13, 2023 at 6:00 PM

Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m.
Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.
Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ | Councilor David Miles | Councilor George Lehning | Mayor Pro Tem Marie V Gallelli | Mayor Martha MacFarlane

STAFF PRESENT:

Sean O'Keefe, Town Administrator | John Brock, Town Clerk | Morgan Cates, Public Works Director | Rick Thomas, Police Chief | Tom Wilkes, Town Attorney | Tom Harowski, Town Planner (via Zoom)

AGENDA APPROVAL/REVIEW

Motion made by Councilor Lehning to approve the meeting's agenda; seconded by Councilor Lannamañ.
Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the February 27, 2023 Town Council Meeting.

Motion made by Councilor Lannamañ to approve the Consent Agenda with Councilor Miles' edit of the minutes; seconded by Mayor Pro Tem Gallelli. Motion approved by voice vote.

Voting**Yea:** Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli**Nay:** Mayor MacFarlane**PUBLIC HEARING**

None

OLD BUSINESS

None

NEW BUSINESS2. Consideration and Approval: **Proclamation Celebrating March 2023 as Florida Bicycle Month**

Mayor MacFarlane read out loud the Proclamation Celebrating March 2023 as Florida Bicycle Month.

Mayor MacFarlane opened Public Comment for this item. Seeing no public comment, Mayor MacFarlane closed Public Comment.

Motion made by Councilor Lannamañ to approve the Proclamation; seconded by Mayor Pro Tem Gallelli. Motion. Motion approved by voice vote.

Voting**Yea:** Councilor Lannamañ, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane**Nay:** Councilor Miles

Mayor MacFarlane acknowledged that Lake County Commissioner Kirby Smith and Lake County Manager Jennifer Barker were in attendance at the Town Council meeting and invited them to speak before the Council. Commissioner Smith said it was important for the Town and County to be more collaborative and introduced Mrs. Barker. Mrs. Baker stated she looked forward to working with the Town.

3. Consideration and Approval: **Planning & Zoning Board Member Appointment**

Mayor MacFarlane invited the two candidates for the open Planning and Zoning Board Member position to come forward and introduce themselves. The two candidates were Joshua Husemann and Frances O'Keefe Wagler. It was acknowledged that, if selected, Mrs. Wagler would be renewing her position on the Board, as the seat that was open was due to her three-year term ending. Both candidates explained their background and qualifications.

Motion made by Councilor Miles to reappoint Frances O'Keefe Wagler to the Planning and Zoning Board; seconded by Mayor Pro Tem Gallelli. Motion approved by roll-call vote.

Voting**Yea:** Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane**Nay:** Councilor Lannamañ4. Discussion: **Next Steps for Water Treatment Plant #3 and Wells #5 and #6**

Mayor MacFarlane gave an informational presentation on the next steps for Water Treatment Plant #3 and Wells #5 or #6. Mayor MacFarlane explained the history of the project, as well as the next steps.

Councilor Lannamañ asked what the cost of decommissioning the old water treatment plant would be. Mayor MacFarlane stated that she would ask Public Utilities Supervisor, James Southall, if the Town knew what the cost of decommissioning the old water treatment plant would be. Councilor Miles asked if the Town would be required to abandon the old well.

Mayor MacFarlane opened Public Comment for this item only.

Wendy Zermeno, 25896 Bloomfield Ave., Howey-in-the-Hills (unincorporated Lake County) – Mrs. Zermeno questioned where the well and water treatment plant would be located and asked if they would be large enough to accommodate potential new growth within the Town of Howey-in-the-Hills.

Seeing no further public comment, Mayor MacFarlane closed Public Comment for this item.

5. Consideration and Approval: **Councilor Miles as Liaison for All Wastewater Matters**

Mayor MacFarlane asked Town Manager, Sean O’Keefe, to introduce and explain this item. Mr. O’Keefe stated that he had been asked to create some verbiage about this item. Mr. O’Keefe stated that Town Attorney, Tom Wilkes, had also created verbiage about this item that had been passed around before the meeting. Mr. Wilkes’ verbiage was:

“In recognition of Councilor Miles’ exceptional experience and expertise in the finance, accounting, management and operation of water and wastewater utility systems, I move that Town Council designate Councilor Miles as the Town Council member to work with the Town Manager in the formulation and implementation of long-range wastewater-system planning. In that role Councilor Miles is requested and authorized to collaborate with the Town Manager and staff, consultants, and stakeholders, and to focus on, to monitor, and generally to participate with the Town Manager in the formulation of long-range plans, goals, objectives, and strategies to develop a comprehensive wastewater system capable of serving all current and future properties in the Town.

This designation does not authorize Councilor Miles to serve in an executive or managerial capacity, to direct or otherwise assign tasks to staff or consultants or the Town Attorney, to initiate negotiations with third parties, to bind the Town legally in any way, or otherwise to take any action that is within the prerogative and authority of the Town Manager or the Town Council.”

Mayor Pro Tem Gallelli made a motion to approve Councilor Miles as Town Council liaison on wastewater matter as defined in Mr. Wilkes’ verbiage; seconded by Councilor Lehning.

Councilor Miles stated that he did not like the way the second paragraph in Mr. Wilkes’ verbiage was written.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N. Lakeshore Blvd. – Mr. Everline questioned who had experience negotiating on wastewater matters and then urged the Council to approve Councilor Miles as liaison on wastewater matters.

Janice McLain, 109 S Lakeshore Blvd. – Ms. McLain objected to the term “negotiate”.

Seeing no further public comment, Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to amend the motion on the floor to change the second paragraph of Mr. Wilkes verbiage to say “*This designation does not authorize Councilor Miles to serve in an executive or managerial capacity, to direct or otherwise assign tasks to staff or consultants or the Town Attorney, or otherwise to take any action that is within the prerogative and*

authority of the Town Manager or the Town Council.”; seconded by Councilor Lehning. Motion passed by roll-call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning

Nay: Mayor Pro Tem Gallelli, Mayor MacFarlane

Original motion (*now with Mr. Wilkes’ verbiage having been edited by the previous motion*) **Motion made by Mayor Pro Tem Gallelli to approve Council Miles as Town Council liaison on wastewater matter as defined in Mr. Wilkes’ verbiage; seconded by Councilor Lehning. Motion approved by roll-call vote.**

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning

Nay: Mayor Pro Tem Gallelli, Mayor MacFarlane

6. Consideration and Approval: **Creating a Resident seat on the Development Review Committee (DRC)**

Mayor MacFarlane asked Mayor Pro Tem Gallelli to introduce and explain this topic. Mayor Pro Tem Gallelli summarized that several residents had reached out to her suggesting that a resident be added to the DRC so that they would feel comfortable sitting in on the meeting talking about it with other residents. Mayor Pro Tem Gallelli suggested that perhaps the Town could try this even on a 6-month trial period.

Councilor Lannamañ asked if the public was already allowed to attend DRC meetings. Mayor MacFarlane acknowledged that the public was already allowed to attend DRC meetings and make public comments. It was also stated that DRC meetings were already publicly noticed.

Councilor Miles stated that the only problem he had with the DRC meeting as outlined in the Town’s Land Development Code (LDC) was that it was not codified in the code that the public was allowed to attend the meetings. Councilor Miles suggested that, even though the Town Manager had been allowing the public to come to the meetings, the LDC should be amended to make this mandatory.

Mayor MacFarlane opened Public Comment for this item only.

Glennys Barber, 307 S. Lakeshore Blvd – Ms. Barber stated that she doesn’t think the DRC meeting should be private and that the public should be allowed to attend.

Janice McLain, 109 S. Lakeshore Blvd. – Ms. McLain thinks that having a resident seat on the DRC would be a good thing.

Seeing no further public comment, Mayor MacFarlane closed Public Comment for this item.

Mayor Pro Tem Gallelli stated that she would go back to the residents that requested a resident seat on the DRC and see what they think.

Mayor MacFarlane paused the meeting for a 5-minute break at 7:49 p.m.

Motion made by Councilor Lannamañ to table this item to the next meeting; seconded by Councilor Lehning. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor

MacFarlane

Nay: None

7. Consideration and Approval: **North Dixie Drive Reconstruction Project for FY 2023**

Mayor MacFarlane asked Public Works Director, Morgan Cates, to introduce and explain this item. Mr. Cates summarized the Road Improvement Options that the Town Engineer had created and had submitted in the meeting's packet. Mr. Cates recommended that, as a standard for older roads in Town, the 18-foot-wide road be the standard that is used.

Councilor Gallelli stated that she thought that Dixie Drive should have a sidewalk on one side and ribbon curbing.

Mayor MacFarlane opened Public Comment for this item only.

Frances O'Keefe Wagler, 409 W Central Ave. – Mrs. Wagler suggested that the Town should get a bus grid from Lake County Schools prior to making this decision.

Wendy Zermeno, 25896 Bloomfield Ave., Howey-in-the-Hills (unincorporated Lake County) – Mrs. Zermeno questioned the construction process.

Christina Hawkins, 1110 N. Lakeshore Blvd. – Mrs. Hawkins stated that she thought bus stop positions would change over time.

Todd Hawkins, 1110 N. Lakeshore Blvd. – Mr. Hawkins suggested that all the utilities (such as electricity, cable and phone) should be placed underground when roads undergo a reconstruction.

Seeing no further public comment, Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to design and construct a roadway, repaving N. Dixie Drive from Pine Street to W. Cypress Ave. (a distance of approximately 1,440 linear feet), to include the intersection of Pine and N. Dixie Drive, with the street width being 18 feet wide, with a sidewalk on one side of the road (at the Public Works Director's discretion as to which side), with ribbon curbing on both sides of the road (or whatever curbing the Public Works Director deems appropriate), this should be accomplished within the Town's current budget, and completed by September 30, 2023; seconded by Councilor Lannamañ. Motion approved unanimously by roll-call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

8. Consideration and Approval: **Citrus Ave Reconstruction Project FY 2024**

Motion made by Councilor Miles to table this item until the next Town Council Meeting; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

DEPARTMENT REPORTS

9. Town Hall

Written report was included in the meeting's packet.

Motion made by Councilor Miles that the builder of the property at 400 E. Croton Way (Harvey G. Newsome Jr. Inc.) not be allowed to pull any permits or do any further work within the Town of Howey-in-the-Hills until he resolves his outstanding water bill from that property (currently at \$2,291.31) and any future charges to the satisfaction of the Town Clerk; seconded by Councilor Lehning. Motion passed unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

10. Police Department

Written report was included in the meeting's packet.

11. Code Enforcement

Written report was included in the meeting's packet.

12. Public Works

Written report was included in the meeting's packet.

13. Library

Written report was included in the meeting's packet.

14. Parks & Recreation Advisory Board / Special Events

None

15. Town Attorney

None

16. Finance Supervisor

Written report was included in the meeting's packet.

17. Town Manager

Town Manager, Sean O'Keefe, stated that the Finance Supervisor has reinvested almost all available funds into higher yielding funds. The proposed Cedar Creek development will come before the Town Council during the first meeting in April. Mr. O'Keefe solicited donations of candy from residents for the Town's Easter Egg Dash, scheduled for April 8, 2023.

COUNCIL MEMBER REPORTS

18. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli suggested that, when large trees are taken down, maybe new trees should be planted and that the Town had a tree fund that could assist. Mayor Pro Tem Gallelli also wished the audience in attendance a Happy St. Patrick's Day.

19. Councilor Lehning

Councilor Lehning informed the Town Council that, if the Town wanted to add a car show component to the Howey Founder's Day celebration, he would not be able to manage or assist. Councilor Lehning wanted Mayor MacFarlane to know that he did not take offense to a remark she had made in the previous Town Council Meeting, in reference to the proposed Citrus Ave. rebuild project.

20. Councilor Miles

Councilor Miles wanted Mayor MacFarlane to know that he did take offense to a remark she had made in the previous Town Council Meeting.

21. Councilor Lannamañ

Councilor Lannamañ thanked the audience for attending the meeting.

22. Mayor MacFarlane

Mayor MacFarlane gave an update on the County Joint Planning Agency and the Rural Protection Area. Mayor MacFarlane asked the Public Works Director to look at the dead tree at 509 Dupont Circle.

PUBLIC COMMENTS

Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.

Glennys Barber, 307 S. Lakeshore Blvd – Ms. Barber stated that she thought the Town should utilize the smartboard more during Town Council meetings.

ADJOURNMENT

There being no further business to discuss, a motion was made by Councilor Lehning to adjourn the meeting; Councilor Lannamañ seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 8:42 p.m. | **Attendees: 44**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk



Date: March 27, 2023

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Consideration and Approval: **Planning and Zoning Board Annual Selection of Officers Confirmation**

Objective:

To approve, as required by code, a Chairman and Vice-Chairman of the Planning & Zoning Board.

Summary:

Code requires the annual nomination of a Chairman and Vice-Chairman of the Planning and Zoning Board at the regularly scheduled March Planning and Zoning Meeting. At the March 23, 2023 meeting, the Planning and Zoning Board recommended that Tina St. Clair and Ron Francis III continue to serve as Chairman and Vice-Chairman, respectively.

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve
OR
2. The Town Council motions to approve with the following conditions
OR
3. Motion to Deny

Fiscal Impact:

There is no fiscal impact.

Staff Recommendation:

Staff recommends the approval of the Planning and Zoning Board decision for Tina St. Clair and Ron Francis III to serve as Chairman and Vice-Chairman of the Planning and Zoning Board, respectively.

Footnotes:

--- (1) ---

Editor's note— Ordinance No. 90-205 provided that it shall take effect upon the adoption of that certain ordinance codifying this ordinance into the Code of the Town of Howey-in-the-Hills; see Ch. 1, General Provisions, Art. I, for the date of adoption of that certain ordinance.

Special acts reference—Zoning powers, Art. I.

Sec. 48-1. - Establishment.

There is hereby created and established a Zoning Commission for the town.

(Ord. No. 117, 2-10-75; Code 1975, § 2-6; Ord. No. 90-205, 11-12-90)

Sec. 48-2. - Membership; terms of office.

The Zoning Commission shall consist of seven members who shall be appointed, subject to the approval of the Town Council, by the Mayor. Members of the Zoning Commission shall be residents of the town, with preference given to property owner applicants. The terms of office for members of the Zoning Commission shall be three years from the date of appointment unless terminated earlier by resignation or by action of the Town Council.

(Ord. No. 117, 2-10-75; Code 1975, § 2-6; Ord. No. 90-205, 11-12-90; Ord. No. 99-282, § 4, 12-13-99)

Sec. 48-3. - Meetings; voting; officers.

The Planning and Zoning Commission may adopt such rules and regulations which it deems necessary to carry out the provisions of this chapter. However, the following rules shall apply to the Planning and Zoning Commission:

- A. *Meetings.* The Planning and Zoning Commission shall hold regular meetings at the Town Hall on the fourth Thursday of each month at 6:00 p.m. Special meetings may be called by the chairman, when necessary.
- B. *Voting.* Four members of the Planning and Zoning Commission shall constitute a quorum. However, regardless of the existence of a quorum, any action taken by the Planning and Zoning Commission must be approved by at least three members of the Commission.
- C. *Officers.* The Planning and Zoning Commission shall annually select from among its membership a chairman and a vice-chairman. This annual selection shall occur at the regularly scheduled March meeting and shall be subject to the approval of the Town Council.
- D. *Chairman.* The chairman shall:
 - (1) Preside at all meetings.
 - (2) Call special meetings as he deems necessary.
 - (3) Attest to the accuracy of all minutes of meetings prior to those minutes being submitted to the Town Council.
 - (4) Form subcommittees to assist the Planning and Zoning Commission in the fulfillment of its duties.
- E. *Vice-chairman.* The vice-chairman shall:
 - (1) Ensure that Town Hall staff notices all meetings.
 - (2) Ensure minutes of the Planning and Zoning Commission meetings are prepared by Town Hall staff.
 - (3) Serve as chairman pro-tempore.
- F. *Attendance.* Any member of the Planning and Zoning Commission who misses two regular meetings of the Commission in a row without first providing the notice of the absence to the town clerk or her designee shall be deemed to have resigned his or her membership on the Commission. Additionally, any member of the Commission who misses four regular meetings of the Commission during the course of a calendar year, regardless of whether prior notice was provided to the town clerk or her designee, shall be deemed to have resigned his or her membership on the Commission.

(Ord. No. 117, 2-10-75; Code 1975, § 2-6; Ord. No. 90-205, 11-12-90; Ord. No. 2003-314, §§ 1, 2, 9-8-03; Ord. No. 2009-005, § 2, 3-23-09)

RESOLUTION 2023-001

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; AMENDING THE TOWN OF HOWEY-IN-THE-HILLS' PURCHASING POLICY, CLARIFYING COOPERATIVE PURCHASES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to amend the Town's Purchasing Policy in order to clarify Cooperative Purchasing; and

WHEREAS, Ordinance 2021-009 authorizes the Town Council to amend the Town's Purchasing Policy by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA.

Section 1. The Town Council hereby amends Section 4.07: COOPERATIVE PURCHASING of the Town's Purchasing Policy to add the following Subsection 4.07C:

C. "Piggyback" Contracts. The Purchasing Officer may purchase goods or services, or both, that are then under contract with the federal or state government or with a county, municipal, special-district, or other government body without complying with the bidding and competitive-proposal requirements of this section 4, but only if the contractor or vendor extends to the Town material terms and conditions for the purchase that are substantially the same as, or more favorable than, the terms of the existing contract.

Section 2. The provisions of this resolution are intended to be incorporated into the Town's Purchasing Policy and pursuant to Section 5.1 of the Town's Code the purchasing policy shall be kept up-to-date by the Town Clerk and the latest up-to-date version shall be (i) on file in the office of the Town Clerk, and (ii) placed by the Town Clerk on the Town's website.

Section 3. A contract entered into by the Town after January 1, 2020, which did not comply with the bidding or competitive –proposal requirements of this Purchasing Policy, but which would have qualified as a "piggyback" contract under subsection 4.07C, had it existed, is hereby ratified and confirmed in all respects.

Section 4. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this resolution.

Section 5. This resolution shall be effective upon passage.

Signatures on the following page.

PASSED AND RESOLVED this 27th day of March, 2023, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA**

By: its Town Council

By: _____
Martha MacFarlane, Mayor

Attest:

John Brock, Town Clerk

Approved as to form and legality:
(for the use and reliance of the Town only)

Tom Wilkes, Town Attorney

9.03.00 DEVELOPMENT REVIEW COMMITTEE**9.03.01 Establishment**

There is hereby created and established a Development Review Committee (DRC) for the purpose of receiving, reviewing, and rendering recommendations on applications subject to administrative review and decision as set forth in Chapter 4.

9.03.02 Membership

Membership of the DRC shall include, but is not limited to, the following:

- A. Town Planner
- B. Town Engineer
- C. Town Traffic Engineer
- D. Public Works Director
- E. Police Chief

9.03.03 Roles and Responsibilities

- A. The DRC shall review applications and provide recommendations to the Planning & Zoning Board, the Board of Adjustment and the Town Council for annexations, zonings and rezonings, amendments to this LDC, Comprehensive Plan amendments, subdivision plans, subdivision plats, site plans, variances, conditional uses, and amendments to previously issued local development orders.
- B. The DRC shall perform such other duties as may be assigned by the Town Council or Mayor.

9.03.04 Rules of Procedure

- A. The Town Planner shall chair meetings of the DRC.
- B. The DRC shall meet as necessary.
- C. The DRC may establish such additional rules of procedure as needed to carry out its roles and responsibilities.

**HOWEY-IN-THE-HILLS
ROAD IMPROVEMENT OPTIONS**

Item 5.

**AS-IS REBUILD
16' WIDTH / NO CURB & GUTTER / NO SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,000	\$10,000
6" LIMEROCK BASE	SY	\$15	1,778	\$26,670
PRIME & SAND	SY	\$2	1,778	\$3,556
1.5" SP 9.5 ASPHALT	SY	\$15	1,778	\$26,670
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
			TOTAL	\$81,226

Quantities based on 1,000' length

UNIT COST (\$/LF) \$81

**AS-IS REBUILD WITH SIDEWALKS
16' WIDTH / NO CURB & GUTTER / SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,000	\$10,000
6" LIMEROCK BASE	SY	\$15	1,778	\$26,670
PRIME & SAND	SY	\$2	1,778	\$3,556
1.5" SP 9.5 ASPHALT	SY	\$15	1,778	\$26,670
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
			TOTAL	\$136,776

Quantities based on 1,000' length

UNIT COST (\$/LF) \$137

**AS-IS REBUILD
18' WIDTH / NO CURB & GUTTER / NO SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,222	\$11,110
6" LIMEROCK BASE	SY	\$15	2,000	\$30,000
PRIME & SAND	SY	\$2	2,000	\$4,000
1.5" SP 9.5 ASPHALT	SY	\$15	2,000	\$30,000
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
			TOTAL	\$89,440

Quantities based on 1,000' length

UNIT COST (\$/LF) \$89

**AS-IS REBUILD WITH SIDEWALKS
18' WIDTH / NO CURB & GUTTER / SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,222	\$11,110
6" LIMEROCK BASE	SY	\$15	2,000	\$30,000
PRIME & SAND	SY	\$2	2,000	\$4,000
1.5" SP 9.5 ASPHALT	SY	\$15	2,000	\$30,000
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
TOTAL				\$144,990

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$145
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**AS-IS REBUILD
20' WIDTH / NO CURB & GUTTER / NO SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,444	\$12,220
6" LIMEROCK BASE	SY	\$15	2,222	\$33,330
PRIME & SAND	SY	\$2	2,222	\$4,444
1.5" SP 9.5 ASPHALT	SY	\$15	2,222	\$33,330
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
TOTAL				\$97,654

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$98
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**AS-IS REBUILD WITH SIDEWALKS
20' WIDTH / NO CURB & GUTTER / SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
12" STABILIZED SUBGRADE	SY	\$5	2,444	\$12,220
6" LIMEROCK BASE	SY	\$15	2,222	\$33,330
PRIME & SAND	SY	\$2	2,222	\$4,444
1.5" SP 9.5 ASPHALT	SY	\$15	2,222	\$33,330
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
FINE GRADE & SOD	SY	\$10	1,333	\$13,330
TOTAL				\$153,204

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$153
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**REBUILD WITH SHOULDERS & SWALES
16' WIDTH / NO CURB & GUTTER / NO SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
D/W APRON w/ 15" CULVERT	EA	\$7,500	10	\$75,000
12" STABILIZED SUBGRADE	SY	\$5	2,000	\$10,000
STABILIZED SHOULDER	SY	\$5	1,778	\$8,890
6" LIMEROCK BASE	SY	\$15	1,778	\$26,670
PRIME & SAND	SY	\$2	1,778	\$3,556
1.5" SP 9.5 ASPHALT	SY	\$15	1,778	\$26,670
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
SOD SHOULDER	SY	\$5	1,778	\$8,890
GRADE SWALE & SOD	SY	\$20	2,000	\$40,000
TOTAL				\$200,676

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$201
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**REBUILD WITH SHOULDERS & SWALES & SIDEWALKS
16' WIDTH / NO CURB & GUTTER / SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
D/W APRON w/ 15" CULVERT	EA	\$7,500	10	\$75,000
12" STABILIZED SUBGRADE	SY	\$5	2,000	\$10,000
STABILIZED SHOULDER	SY	\$5	1,778	\$8,890
6" LIMEROCK BASE	SY	\$15	1,778	\$26,670
PRIME & SAND	SY	\$2	1,778	\$3,556
1.5" SP 9.5 ASPHALT	SY	\$15	1,778	\$26,670
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
SOD SHOULDER	SY	\$5	1,778	\$8,890
GRADE SWALE & SOD	SY	\$20	2,000	\$40,000
TOTAL				\$256,226

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$256
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**WIDEN WITH SHOULDERS & SWALES & SIDEWALKS
24' WIDTH / NO CURB & GUTTER / SIDEWALKS**

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
D/W APRON w/ 15" CULVERT	EA	\$7,500	10	\$75,000
12" STABILIZED SUBGRADE	SY	\$5	2,889	\$14,445
STABILIZED SHOULDER	SY	\$5	1,778	\$8,890
6" LIMEROCK BASE	SY	\$15	2,667	\$40,005
PRIME & SAND	SY	\$2	2,667	\$5,334
1.5" SP 9.5 ASPHALT	SY	\$15	2,667	\$40,005
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
SOD SHOULDER	SY	\$5	1,778	\$8,890
GRADE SWALE & SOD	SY	\$20	2,000	\$40,000
TOTAL				\$289,119

Quantities based on 1,000' length

UNIT COST (\$/LF)	\$289
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WIDEN TO LDC STANDARD
24' WIDTH / CURB & GUTTER / SIDEWALKS / STORM PIPING

ITEM DESCRIPTION	UNIT	UNIT COST	QNTY	COST
DROP CURB	LF	\$20	2,000	\$40,000
18" HDPE STORM PIPE	LF	\$45	800	\$36,000
TYPE 6 INLET	EA	\$5,000	6	\$30,000
12" STABILIZED SUBGRADE	SY	\$5	3,333	\$16,665
6" LIMEROCK BASE	SY	\$15	2,667	\$40,005
PRIME & SAND	SY	\$2	2,667	\$5,334
1.5" SP 9.5 ASPHALT	SY	\$15	2,667	\$40,005
SIGNAGE & STRIPING	LS	\$1,000	1	\$1,000
SIDEWALK - 4" THICK	SY	\$50	1,111	\$55,550
FINE GRADE & SOD	SY	\$10	2,000	\$20,000
Quantities based on 1,000' length			TOTAL	\$284,559

UNIT COST (\$/LF)	\$285
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Cost does not include receiving stormwater pond



Proclamation

Town of Howey-in-the-Hills, Florida, Lake County

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS The State of Florida, Water Management Districts and the Town of Howey-in-the-Hills are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Howey-in-the-Hills and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Howey-in-the-Hills has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, leak prevention is commonly thought to be the first step in conserving water, Howey-in-the-Hills will encourage citizens and businesses to focus on fixing leaks;

NOW THEREFORE be it resolved that by virtue of the authority vested in me as Mayor of the Town of Howey-in-the-Hills do hereby proclaim the month of April as

Water Conservation Month

The Town of Howey-in-the-Hills, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 25th year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.

Signed this 27th day of March, 2023.

By: _____
Martha MacFarlane, Mayor

Attest: _____
John Brock, Town Clerk

TOWN OF HOWEY-IN-THE-HILLS

APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: Tahsia O'Keefe Date: 3-15-23

Home Mailing Address: 500 N. Florida Ave Howey-in-the-Hills

Home Physical Address: _____

Florida Drivers License or ID: _____

Phone Number: 832-721-0417 E-mail Address: Tahsok@hotmail.com

Education: BA in Liberal Arts

Business (Name & Type): _____

Business Address: _____

Business Phone: _____ Position: _____

Training or experience related to activities of boards or committees to which appointment is sought:

County Library board alternate member, Howey Library board member, Friends of the Library Board Member

Professional Organizations: _____

Have you served on a Town Board(s)/Committee(s) in the past? ☒ Yes ☐ No

Name of Boards/Committee(s): _____ Dates Served: _____

County Library Advisory Board _____

Town Library Advisory Board _____

Please check Board(s)/Committee(s) that interest you.

☐ Cemetery Board ☐ Police Pension Board

☐ Historic Preservation Board ☐ Utility Advisory Board

☒ Library Board ☐ Visioning Committee

☐ Parks & Recreation Board ☐ Other

☐ Planning & Zoning Board ☐ Other

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

Name	Address	Phone Number
1	_____	_____
2	_____	_____
3	_____	_____

Tahsia O'Keefe
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____ Date _____

Reviewed by Board _____

Appointed by Town Council _____ Date _____

TOWN OF HOWEY-IN-THE-HILLS
APPLICATION FOR BOARDS/COMMITTEES

Item 7.

Please Print Legibly

Name: Beth Flack Date: 3-7-2023
Home Mailing Address: 607 S Florida Ave
Home Physical Address: SAR
Florida Drivers License or ID: _____
Phone Number: 352 973 3244 E-mail Address: _____
Education: Nursing School - currently working as RN
Business (Name & Type): N/A
Business Address: _____
Business Phone: _____ Position: _____
Training or experience related to activities of boards or committees to which appointment is sought:
Library director ~ 4-5 years, Library Board many years
Professional Organizations: _____

Have you served on a Town Board(s)/Committee(s) in the past?

☒ Yes ☐ No

Name of Boards/Committee(s):

Library

Dates Served:

a long time -
currently on the
board

Please check Board(s)/Committee(s) that interest you.

☐ Cemetery Board

☐ Historic Preservation Board

☒ Library Board

☐ Parks & Recreation Board

☐ Planning & Zoning Board

☐ Police Pension Board

☐ Utility Advisory Board

☐ Visioning Committee

☐ Other

☐ Other

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

	Name	Address	Phone Number
1	<u>Tara Hall</u>	<u>107 E Orchid, Howey</u>	<u>352-408-1007</u>
2	<u>Kathy Hoar</u>	<u>503 Mission Lane</u>	<u>352 223 2388</u>
3	<u>Tahsia O'Keefe</u>	<u>500 N Florida Ave</u>	<u>832-721-0417</u>

Beth Ann Flack

Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____

Date _____

Reviewed by Board _____

Appointed by Town Council _____

Date _____

TOWN OF HOWEY-IN-THE-HILLS APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: James Steele Date: 3/8/23
 Home Mailing Address: 1003 N. Temple Ave
 Home Physical Address: "
 Florida Drivers License or ID: _____
 Phone Number: 407-314-8413 E-mail Address: plp31314@gmail.com
 Education: college
 Business (Name & Type): _____
 Business Address: _____
 Business Phone: _____ Position: _____
 Training or experience related to activities of boards or committees to which appointment is sought: _____

Professional Organizations: _____

Have you served on a Town Board(s)/Committee(s) in the past? _____ Yes _____ No

Name of Boards/Committee(s):

Parks & Rec - Chair
Library Board - chair

Dates Served:

5/22 to current
4/19 to current

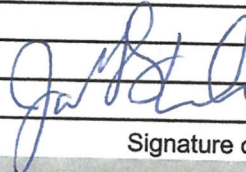
Please check Board(s)/Committee(s) that interest you.

☐ Cemetery Board☐ Historic Preservation Board☒ Library Board☐ **Police Pension Board☐ **Planning & Zoning Board☐ Parks & Recreation Board☐ Other

** Florida Commission on Ethics require board members to complete and submit Form 1, Statement of Financial Interests

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

Name	Address	Phone Number
1		
2		
3		



Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____ Date _____
 Reviewed by Board _____
 Appointed by Town Council _____ Date _____

TOWN OF HOWEY-IN-THE-HILLS “PIGGYBACK” AGREEMENT
for
FOR ON-CALL PAVEMENT AND BASE REPAIR SERVICES
with
PAQCO, INC.

This Piggyback Agreement for On-Call Pavement and Base Repair Services (“Agreement”) is entered into on March 22, 2023 (“Effective Date”) between the **Town of Howey-In-The-Hills, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida, 101 N. Palm Avenue, Howey-In-The-Hills, Florida 34737 (“Town”), and **PAQCO, Inc.**, a Florida corporation, 101 Weber Avenue, Leesburg, FL 34748 (“Contractor”).

RECITALS

Whereas, the Town desires to engage Contractor to perform on-call pavement and base repair services (“Services”) within the limits of the Town; and

Whereas, Lake County, Florida, publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repair services for Lake County, soliciting services substantially similar as the Services required for the Town; and

Whereas, Lake County, Florida selected the Contractor to provide substantially similar services and entered into an agreement with Contractor signed by Lake County on May 10, 2019, with two modifications dated June 1, 2020 and June 1, 2021, a copy of which agreement and modifications are attached hereto as **Exhibit “A”**, and incorporated herein by reference (collectively, the “Lake County Agreement”); and

Whereas, the Town has evaluated Contractor’s qualifications and pricing and desires to “piggyback” onto the bid results obtained by Lake County as the basis upon which to award to Contractor this Agreement based upon the terms and conditions of the Lake County Agreement, except as conformed and modified herein; and

Whereas, the ability to “piggyback” onto the recent bid results of another municipality is an exception under the Town’s Purchasing Policy to its bidding requirements; and

Whereas, due to the ability of the Town to piggyback onto the contract terms resulting from another municipality’s recent procurement process and due to the anticipated nature and value of the work to be performed by the Contractor not meeting the thresholds of Chapter 255.20, Florida Statutes, the Town is not required to issue an independent, duplicative invitation for bids or to seek qualifications and evaluation for the Services to be provided by the Contractor and to do so would unnecessarily incur additional costs and delays.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **RECITALS.** The above Recitals are true and correct and form a material part of this Agreement.

2. **Services.** The Contractor shall perform the Services for the Town on an on-call task basis in accordance with terms, conditions, pricing and specifications of the Lake County Agreement and this Agreement. In the event of any conflict, this Agreement shall prevail. The Services shall consist of on-call paving and base repair in accordance with scope of Services attached to **Exhibit “A”** as **Attachment “A”**. Contractor shall perform the Services pursuant to the Lake County Agreement, subject to the following conforming changes:

A. “Owner” and “Lake County” everywhere used in the Lake County Agreement will be deemed for purposes of this Agreement to refer to the Town. References to Lake County and its governing body, officials, agents, employees, divisions and departments shall be deemed a reference to the Town’s governing body, officials, agents, employees, divisions and departments. The Town will determine which Town division, department, contact person or process will apply in the event there is not a direct correlation between the Town department, division, contact person or processes and those of Lake County referenced in the Lake County Agreement.

B. Any reference to an applicable Lake County code or policy shall be deemed a reference for purposes of this Agreement to the equivalent code, ordinance, resolution or policy (if any) of the Town (as applicable).

C. Contractor agrees that all representations and warranties made to Lake County in the Lake County Agreement are still true and accurate and hereby deemed to be restated as of the date of this Agreement and may be relied upon by the Town in entering into this Agreement.

D. **Term.** The initial term of this Agreement is for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The Town reserves the sole right to renew this Agreement for three (3) additional one (1) year periods, unless terminated earlier pursuant to the termination provisions of the Lake County Agreement or unless terminated by the Town for convenience by providing at least seven (7) days written notice to the Contractor (collectively with any extensions, the “Term”). Upon any termination, at Town’s option by written notice, Contractor shall complete any unfinished Services for any prior authorized Services even if such Services would be performed more than seven (7) days after the termination notice. As the Contractor’s sole and exclusive remedy for any termination, the Town shall pay the Contractor for the Services completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Services not yet performed.

E. **558 Opt Out.** The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.

F. **Sovereign Immunity.** The Town is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that this Agreement imposes any liability upon the Town to Contractor, if at all, the Town's obligation is subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and does not act as a waiver of the Town's entitlement to sovereign immunity as a matter of statutory and common law.

G. **Public Records.**

a. To the extent Contractor is acting on behalf of the Town as provided under

Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- i. Keep and maintain public records required by the Town to perform the services under this Agreement.
 - ii. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless the Town, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, JOHN BROCK, TOWN CLERK, 101 N PALM AVE., HOWEY-IN-THE-HILLS, FL 34737; (352)324-2290; JBROCK@HOWEY.ORG

H. Bonds. Contractor shall furnish unconditional performance and payment bonds in an amount equal to 100% of the dollar amount of any Task Work Order that exceeds the statutory threshold of Florida Statutes Section 255.05 (currently \$200,000.00) covering faithful performance of this Agreement, the Task Work Order, and payment of all

obligations arising thereunder. The cost of the bonds shall be included in the amount of the Task Work Order. The bonds shall comply with the requirements of Florida Statutes Section 255.05; however, "Conditional" Payment Bonds shall not be acceptable. Proper Power of Attorney shall accompany said bonds. Said bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located. No Work shall commence on any Task Work Order until the Notice of Commencement and copies of the Payment Bonds are recorded and certified copies thereof are posted at the Project site.

3. CONTACT INFORMATION. All notices required under this Agreement will be sent via certified U.S. mail, overnight courier, or hand delivery to:

As to Town: John Brock, Town Clerk
101 N Palm Ave
Howey-In-The-Hills, FL 34737
(352)324-2290
jbrock@howey.org

As to Contractor: Jay S. Pasquette, President
PAQCO, Inc.
101 Weber Avenue
Leesburg, FL 34748
jay@paqcoinc.com
352-365-0006

4. OWNER'S REPRESENTATIVE FOR TOWN. The following shall be designated as the Town's Project manager for purposes of interfacing with the Contractor under this Agreement:

Sean O'Keefe, Town Manager
101 N Palm Ave
Howey-In-The-Hills, FL 34737
352-324-2290
Cell: 352-705-6100
sokeefe@howey.org

5. PAYMENT.

The Town agrees to pay the Contractor for the Services for the Project based upon the payment terms set forth in the Lake County Agreement. Unit prices shall be the same as in the Lake County Agreement. However, the Town does not represent and does not estimate any minimum amount of Work or materials.

6. CONTRACT DOCUMENTS

This Agreement shall be deemed to consist of all of the following (in order of precedence for purposes of any conflicts among the terms contained in each):

A. this Agreement;

- B. the Lake County Agreement attached as Exhibit “A”, including all Modifications as well as all contract documents incorporated by reference and listed in the Lake County Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

PAQCO, Inc.

By: Jay S. Paquette, President

Date: _____

Town of Howey-In-The-Hills

By: _____

Title: _____

Date: _____



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/1/2021	Contract Number: 19-0921 Title: On-Call Pavement and Base Repair Contractor Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 3748 ATTENTION: Jay S. Paquette, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: <u>FAY PAQUETTE</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/1/21</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>dane@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>2/1/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2020	Contract Number: 09-0921 Title: <u>On-Call Pavement and Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail: Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34748 ATTENTION: Jay S. Paquette, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>FAY PAQUETTE</u> Title: <u>Vice President</u> Date: <u>3-30-20</u> E-mail: <u>fay@pqcoinc.com</u> Secondary E-mail: <u>Roxanne@pqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Ronald A. Falcetta</u> Title: <u>Contracting Officer</u> Date: <u>3/30/2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND PAQCO, INC.
FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTOR
ITB # 19-0921**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and PAQCO, Inc., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repairs for the COUNTY; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide to provide all labor, materials, and equipment to completed on-call road repairs, including base repairs, milling, installation of asphalt, and installation of striping to match the preexisting markings, for Lake County as more specifically listed in **Attachment A - Scope of Services** and **Attachment B -Addendums**, attached hereto and incorporated herein,. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONTRACTOR and the Lake County Public Works Department. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONTRACTOR BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONTRACTOR.**

2.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement will be for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on the percentage change between the base index and the current month index according to the State of Florida DMS bulk fuel gasoline and diesel for unleaded gas, Florida PAD 1, Orlando. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The

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contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 CONTRACTOR agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other CONTRACTOR(s).

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

2.5 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Pricing Schedule, attached hereto and incorporated herein as **Attachment C**. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONTRACTOR shall submit invoices to the COUNTY user department within thirty (30) calendar days from delivery of goods or services. Under no circumstances may the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items. All invoices must contain the contract and purchase order number (if applicable), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

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3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

Article 4. COUNTY Responsibilities

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

5.2 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition

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process, CONTRACTOR shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.3 Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by CONTRACTOR to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate \$1,000,000/\$2,000,000
 Products-Completed Operations: \$2,000,000
 Personal & Adv. Injury: \$1,000,000
 Fire Damage: \$50,000
 Medical Expense: \$5,000
 Contractual Liability: Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit: \$1,000,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident : \$1,000,000
 Disease-Each Employee: \$1,000,000
 Disease-Policy Limit: \$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

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B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONTRACTOR must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONTRACTOR and/or sub-CONTRACTOR providing such insurance.

I. CONTRACTOR shall be responsible for sub-CONTRACTORS, if any, and their insurance. Sub-CONTRACTORS are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

5.4 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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5.5 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.6 Indemnity. CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONTRACTOR agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

5.7 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.8 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONTRACTOR hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

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5.12 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONTRACTOR must be appropriately licensed to provide the services provided under this Agreement.

5.13 Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Public Records. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT purchasing@lakecountyfl.gov.

Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

5.15 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request

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make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with sub-CONTRACTORS in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to CONTRACTOR.

5.16 Completion of Work. All work performed by CONTRACTOR shall be in accordance with good commercial practice. The work schedule and completion dates must be adhered to by CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. Should CONTRACTOR fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to termination this Agreement and to secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY will reimburse CONTRACTOR for work which was completed and found acceptable, if any, to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the County may terminate this Agreement for default.

5.17 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR must promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to CONTRACTOR by the County's project administrator, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR, in writing, that CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

5.18 Acceptance of Goods or Services. The products delivered will remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the COUNTY and must

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be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to CONTRACTOR by the COUNTY for any contract or financial obligation.

5.19 Warranty. CONTRACTOR agrees that the product or service furnished to the COUNTY will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the County by any other provision.

5.20 Business Hours of Operation. No work may be done on County Holidays, Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

5.21 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

5.22 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents

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of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

5.23 Clean-Up. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the work site at the end of each work day, and dispose of in an appropriate and lawful manner. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat.

5.24 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

5.25 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

5.26 License and Permits. The CONTRACTOR shall remain appropriately licensed throughout the term of this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It is the responsibility of the CONTRACTOR to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the CONTRACTOR.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONTRACTOR waives its right to a jury trial for any action arising from this Agreement.

6.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

6.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

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6.6 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.8 With the consent of CONTRACTOR, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 CONTRACTOR shall act as the prime CONTRACTOR for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-CONTRACTORS will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-CONTRACTORS shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all sub-CONTRACTORS. Even if the sub-CONTRACTOR is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Paqco, Inc.
101 Weber Avenue
Leesburg, FL 34748

If to COUNTY:

Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

AGR BETWEEN LAKE COUNTY AND PAQCO FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTING, 19-0921

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services
Attachment B - Addendums
Attachment C – Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

PAQCO, INC.

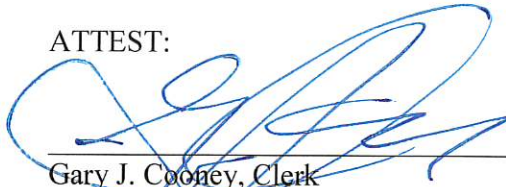
By: 

Jay S. Paquette, President

This 11 day of APRIL, 2019.

AGR BETWEEN LAKE COUNTY AND PAQCO FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTING, 19-0921


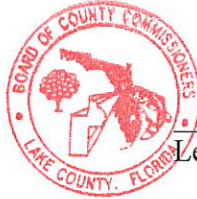
ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:



Melanie Marsh, County AttorneyCOUNTYBOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, ChairmanThis 10th day of May, 2019.

ATTACHMENT A – SCOPE OF SERVICES

PAVEMENT AND BASE REPAIR CONTRACTOR, ON-CALL

Pursuant to the terms and conditions of this Agreement, the Contractor as the vendor agrees to provide services to the County as set forth in this Scope of Services. The vendor must furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,500 square yards of base repairs per fiscal year. This quantity is an estimate only and is given only to allow for preparation of the bid. **QUANTITIES ARE NOT GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be on an as-needed basis.

The vendor must provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor must, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency contact telephone numbers. The vendor will maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes, in decent condition, at all times while on the jobsite. The County will require that the vendor remove from the work site any of the vendor's personnel that the County Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor must remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

The vendor must furnish the County Project Manager with a list of all subcontractors performing work on the contract, if any, with their contact information.

Unless otherwise specified, all work under the contract must be completed in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".

It will be the responsibility of the vendor to make a video in DVD, flash drive, or electronic format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work commences. The vendor will focus on any deficient conditions present at the time of the recording. The date and time must be recorded on the video at the time it is being created. A copy of the video must be supplied to the County Project Manager before the commencement of any work as outlined on the Project Order Form.

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

http://www.sercc.com/climateinfo/historical/historical_fl.html .

Days for calculating actual rainfall are days recorded with rainfall on the Weather Underground website which can found at the following link: <http://www.wunderground.com> .

If above average rainfall occurs, the vendor may request a time extension to complete the project. Should the vendor be obstructed or delayed in the prosecution of, or completion of the project as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, employee strikes or lockouts, the vendor must notify the County Project Manager in writing within two (2) business days after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the vendor will have had to request a time extension.

If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the facts and the extent of the delay being claimed. The County Project Manager's findings of fact will be final and conclusive on the parties. The vendor must cooperate with the County Project Manager's investigation of the delays by providing any schedules, correspondence or other data that will be required to complete the findings of fact. Extensions to the contract time will be granted for only delays that impact the vendor's construction schedule. Any extensions of contract time will be given at the discretion of the County Project Manager and must be authorized by a Change Order approved in accordance with Board policy.

The vendor must contact the County Project Manager two (2) business days prior to starting any job. All work, once started, must be completed before any other work will commence on subsequent work projects. The only exception will be when the County determines that such other work is in the best interest of the County and should be expedited.

METHOD OF OPERATIONS

The Notice to Proceed will outline the area and dimension to receive pavement repair. This area must be field marked in pink paint. Each area on the Notice to Proceed must have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that particular repair should multiple repairs occur on one Notice to Proceed.

The vendor must assess the County a single mobilization/demobilization charge for each repair not within 2,640 feet of the beginning or end of another repair. Example 1: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. The vendor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The vendor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a Notice to Proceed to the vendor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The vendor will be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair sizes or any other information listed on the Notice to Proceed will be addressed and agreed upon in writing by the County Project Manager prior to

performance of work. Any work performed without such an agreement by all parties will be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract.

ROAD BASE REPAIRS

The vendor must saw cut outside the area marked with paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the vendor at no additional cost to the County.

Upon performing saw cutting of existing pavement. The vendor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted limerock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.

The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the vendor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The vendor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process will become the property of the vendor and it will be the vendor's responsibility to remove them from the project site. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch. The vendor will be compensated at the unit price for the milling as specified in the vendor's bid.

ASPHALT

The vendor must install and compact Recycled SP9.5 hot mix asphalt at a depth of one (1) inch unless otherwise noted on the Notice to Proceed. The vendor must install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt must provide an even transition with the existing area. No more than one-quarter ($\frac{1}{4}$) inch difference in height will be allowed for the transition of the two (2) areas.

Payment will be calculated by the square yard as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.

Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the vendor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair must be replaced with thermoplastic markings, as directed by the County Project Manager. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

PUBLIC NOTIFICATION OF WORK

At the discretion of the County Project Manager, the vendor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

When the vendor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 2 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS will be all inclusive in the lump sum bid price.

The vendor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The vendor shall notify the County Project Manager.

MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
1. All lane closures shall have the prior approval of the County's Project Manager.
 2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
 3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

EMERGENCIES

The vendor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County will take reasonable actions to furnish the vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS), or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The vendor must be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$75
\$10,000 or more but less than \$20,000	\$150
\$20,000 or more but less than \$30,000	\$250
\$30,000 or more but less than \$40,000	\$350
\$40,000 or more but less than \$50,000	\$450
Over \$50,000 but less than \$250,000	\$544

Any vendor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and will not be construed as a penalty.

WORK ACCEPTANCE

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

WARRANTY

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.

ATTACHMENT B – ADDENDUMS



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: March 28, 2019

Invitation to Bid (ITB) 19-0921

On-Call Pavement and Base Repair Contractor

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum DOES NOT change the date for receipt of bids.

Questions/Answers:

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

Section 2 – Statement of Work – Notice to Proceed

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

Section 2 – Statement of Work – Striping

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

Acknowledgement of Addendum:

Firm Name: PAQCO, INC Date: 3-28-19
Signature: [Signature] Title: Vice President
Typed/Printed Name: FAY PAQUETTE

ATTACHMENT C –PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

FINAL BID FORM

Item No.	Description	UOM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for linerock to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	\$25,000.00 ^{REV} \$31,250.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

20	Asphalt Per Ton	TON	\$130.00	5,000	\$ 650,000.00
PAVEMENT MARKINGS					
21	4-Inch White Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
23	6-Inch White Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
27	Symbol - Single Arrow*	EACH	\$ 80.00	5	\$ 400.00
28	Symbol - Combination Arrow*	EACH	\$ 115.00	5	\$ 575.00
29	Message - School*	EACH	\$ 215.00	5	\$ 1,075.00
30	Message - Railroad Crossing*	EACH	\$ 215.00	5	\$ 1,075.00
31	Message - Only*	EACH	\$ 115.00	5	\$ 575.00
32	Message - Merge*	EACH	\$ 150.00	5	\$ 750.00
33	Message - Stop*	EACH	\$ 150.00	5	\$ 750.00
34	Message Miscellaneous, 4-6 Letters	EACH	\$ 150.00	5	\$ 750.00
35	24-Inch White Stop Bar	EACH	\$ 100.00	20	\$ 2,000.00
36	Raised Pavement Markings	EACH	\$ 6.50	500	\$ 3,250.00
Additional Items					
37	Night Work Charge (Including Lights)	EACH HOUR	\$ 300.00	40	\$ 12,000.00

38	Cost Per Day for Law Enforcement Officer To Assist With MOT - 8 Hour Shift; Only Used If Project Manager Requests Service	DAY	\$400 ⁰⁰	\$	\$2,000.00
Grand Total					\$987,512.50